#### U.S. Department of Justice Washington, DC 20530

Exhibit A OMB No. 1105-0003
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as am inded

Privacy Act Statement, Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

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|---|--|--|
| 4. Principal address of foreign principal Toronto Dominion Bank Towe Suite 550, Box 51 Toronto, Ontario M-5K1E7 |  |  |
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| 8. If the foreign | principal is not a foreign government or a foreign political party,  |   |
|-------------------|--|---|
| a) State the n    | nature of the business or activity of this foreign principal   |   |
| Financ            | cial Investment & Economic Consulting  |   |
|                   |  |   |
|                   |  |   |
| b) Is this for    | reign principal  |   |
| Owned by          | by a foreign government, foreign political party, or other foreign principal Ye  | l<br>s □ No 🗵                           |
| Directed          | by a foreign government, foreign political party, or other foreign principal Ye  | s 🗀 No 🛭                                |
| Controlle         | ed by a foreign government, foreign political party, or other foreign principal Ye   | s 🗆 No 🖾                                |
| Financed          | d by a foreign government, foreign political party, or other foreign principal Ye  | s □ No 🔀                                |
| Subsidize         | ed in whole by a foreign government, foreign political party, or other foreign principal Ye  | s □ No 🛭                                |
| Subsidize         | ed in part by a foreign government, foreign political party, or other foreign principal Ye   | s □ No 52                               |
|                   |  |   |
| *Note:            | The Carmen Group, Inc. has been hired by CEIC Holdings, Lassist with public relations including preparation for the from the Minister of Finance of Hungary to Washington, DC answers to questions 3-10 have been provided by CEIC Hold The Carmen Group, Inc. has no direct knowledge regarding to these questions. | td. to<br>e visit<br>. The<br>ings, Ltd |
| foreign p         | en principal is an organization and is not owned or controlled by a foreign government, foreign political p<br>principal, state who owns and controls it.<br>ilable at this time.  | arty or other                           |

Name and Title

David Carmen/President

9/30/43

Date of Exhibit A

Signa

#### Exhibit B

To Registration Statement

OMB No. 105-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant
The Carmen Group, Inc.

Name of Foreign Principal

CEIC Holdings, Ltd. for the Hungarian Minister of Finance

#### Check Appropriate Boxes:

- 1.13 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2.1 There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- 4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
  - The Carmen Group, Inc. has been hired by CEIC Holdings, Ltd. to assist with prulic relations including preparation for the visit from the Minister of Finance of Hungary to Washington, D.C.

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| Da                          | ite of Exhib                            | oit B   |              | Name                                  | and Title  |  | Signature                                   |  |

# Letter of Agreement Between The Carmen Group Inc. and CEIC Holdings Ltd.

#### Scope of Work

The Carmen Group Inc. will provide services to CEIC Holdings Ltd. necessary to assist with the visit from the Minister of Finance of Hungary to Washington DC. The trip shall begin on September 23rd and end on September 30th. The following tasks are agreed to in advance, organising of press meeting at the airport, organising of breakfast press luncheon in the Sheraton Hotel, preparation of press list, organising of local press meetings, preparation of follow-up in connection with the project - the handling of the project, as well as ensuring those services that may arise during the project.

The Carmen Group Inc. shall arrange logistics, meetings and otherwise assist as directed.

#### FEE

CEIC Holdings Ltd. shall pay The Carmen Group Inc. a retainer in the amount of \$77,400.00 which shall include the work of all Carmen Group personnel and outside professional associates. This fee shall be paid in advance and cover all charges with the exception of technical personnel (translators, security). The retainer is non-refundable, assuming that quality of the performance had met with the expectations of the Minister of Finance of Hungary.

#### **EXPENSES**

Expenses shall be covered by CEIC Holdings Ltd. These expenses shall include, but not be limited to, the following items:

Hotel; meals; transportation; welcoming kits; itineraries; phone; fax; deliveries; copies; translators; travel.

A deposit against expenses shall be paid to The Carmen Group Inc. along with the retainer to initiate this agreement. The estimate of expenses for this purpose of deposit shall be in the amount of (see attached budget); \$23,700.00

Expenses actually incurred will be paid from this deposit. In the event that expenses are less than the deposit, a refund shall be due for the amount of the surplus. In the event expenses exceed the deposit, assuming that the exceeded amount had been previously approved by CEIC Holdings Ltd. in writing, because the Assignee asks for extra services than that what was agreed on, that excess shall be due to The Carmen Group Inc. on presentation of invoices. An accounting of all expenses shall be presented to CEIC Holdings Ltd. at the conclusion of the project.

#### **TERM**

This agreement shall commence upon signing and receipt of both the retainer and expense deposit (a total of \$101,100.00). The agreement shall expire on October 1, 1993.

## **AGREEMENT**

This agreement shall be governed and constructed in accordance with the laws of the District of Columbia, United States of America. All terms of this agreement are contained herein. All payments are to be made in U.S. dollars. The parties hereby agree to undertake the sole and exclusive jurisprudence and competence of the Arbitration Court organised at the Hungarian Chamber of Commerce (Seated in Budapest).

If the agreement as outlined above meets with your approval, please sign

this document and fax it back to us at 202-785-5277 Date: 13.08. 1993 David Carmen President CEIC The Carmen Group Inc. HOLDINGS LIMITED 1.0.R O N T.Q.... Dr. Ildikó Takács Dr. Mihály Muszbek Vice-President Vice-President CEIC Holdings Ltd. CEIC Holdings Ltd. Agreed and accepted: Poursaure Kalmon Karkl Representative of Hungarian Ministry of Finance

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## FIRM TIME

| Senior consultants Senior consultants Associates Associates Clerical | 111 1111111 11 11 11 11 11 11 11 11 11 | \$45,000.00<br>\$4,000.00<br>\$10,000.00<br>\$10,000.00<br>\$8,400.00 |
|--|--|---|
| TOTAL TIME FEES  |  | \$77,400.00   |

## EXPENSES

| Hotel for two rooms (Sept.20-30; Sept. 20-24)* Transportation on call Cellular phones and air time; FAX, phone Gifts/incidentals Deliveries; DHL Printing* Calligraphy* Receptions/meals/room rates* U.S. Justice filing Xerox, other Translation* | \$ 4,200.00<br>\$ 4,000.00<br>\$ 3,000.00<br>\$ 1,500.00<br>\$ 1,000.00<br>\$ 500.00<br>\$ 5,000.00<br>\$ 500.00<br>\$ 1,000.00<br>\$ 1,000.00 |
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| ==   | \$23,700.00  |

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#### Levélbeli megállapodás a Carmen Group, Inc. és a CEIC Holdings, Ltd. Toronto között

## A munka leírása

A Carmen Group, Inc. szolgáltatásokat biztosít a CEIC Holdings, Ltd. számára a magyar pénzügyminiszter washingtoni látogatása támogatása érdekében. A látogatás szeptember 23-án kezdődik és szeptember 30án ér sajtó-találkozó feladatokra, megállapodott Előzetesen sajtó-lista Sheratonban, szervezése a sajtó-reggeli repülőtéren, összeállítása, helyi sajtó-találkozók, follow-up készítése - és állandó kezelése a projectnek- valamint a project közben felmerülő szolgáltatások kezelésére.

A Carmen Group, Inc. logisztikát, találkozókat biztosít és egyéb módon, az instrukcióknak megfelelően nyújt támogatást.

#### A díj

A CEIC Holdings, Ltd. 77,400 USD összegű átalánydíjat fizet a Carmen Group, Inc.-nek. Ezen összeg magában foglalja a Carmen Group munkatársainak és külső szakmai személyzet munkadíját. E díj előre fizetendő és fedezi valamennyi díjat, kivéve a technikai személyzetét / fordítók, biztonsági személyzet/.

### A költségek

A költségeket a CEIC Holdings, Ltd. fedezi. E költségek magukban foglalják, de nem korlátozódnak az alábbi tételekre:

Szállodák, étkezések, szállítás, sajtó-információs csomagok, utitervek, telefon-, fax költségek, kézbesítés, fénymásolás, fordítók, utazások.

A kiadásokra az átalánydíjjal együtt előleget kap a Carmen Group, Inc. és azzal a jelen megállalpodás életbe lép. E kiadások becsült összege és az ennek megfelelő előleg összege 23.700 USD.

A tényleges kiadásokat ezen előlegből kerülnek kifizetésre. Abban az esetben, ha a kiadások összege kevesebb, mint az előleg, a többlet vissztéritésre kerül. Abban az esetben, ha a kiadások meghaladják az előleg összegét azáltal hogy Megbizó az előzetesen egyeztetettől többlet szolgáltatást igényel, a különbség annak benyújtott számla alapján jár a Carmen Group, Inc.-nak. A költségekről a projekt befejzéskor elszámolás készül a részére.

#### <u>Időtartam</u>

A jelen megállapodás az aláírásával, az átalánydíj, és a költségelőleg /mindösszesen 101.100,00 USD/ kézhezvételével lép életbe. A megállapodás 1993. október 1-én jár le.

### A megállapodás

A jelen megállapodás a District of Columbia és az Amerikai Egyesült Államok törvényeivel összhangban készült és kerül végrehajtásra. A jelen megállapodás valamnnyi kikötése a jelen dokumentumba van foglalva. Valamennyi kifizetésre az Egyesült Államok valutájában kerül sor.

Amennyiben a fentiekben körvonalazott megállapodás az Önök egyetértésével találkozik, kérem aláírni és a 202-785-5277 számon visszafaxolni a jelen megállapodást.

Tisztelettel,

David Carmen, elnök The Carmen Group, Inc.

Dr. Muszbek Mihály

CEIC Holding alelnök

CEIC Holding alelnök

Egycértéssel elfogadva:

Pénzügyminisztérium képviselője

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## Cégidő felhasználása

| Főtanácsadó   | 150 óra | \$300,00 / óra | \$45.000,00 |
|---------------|---------|----------------|-------------|
| Főtanácsadó   | 10 óra  | \$400,00 / óra | \$ 4.000,00 |
| Munkatársak   | 40 óra  | \$250,00 / óra | \$10.000,00 |
| Munkatársak   | 100 óra | \$100,00 / óra | \$10.000,00 |
| Irodai munka  | 240 óra | \$ 35,00 / óra | \$ 8.400,00 |
| Teljes óradíj |         | -              | \$77.400,00 |

## Költségek:

| Szállodában két szoba (Szept.20-30; Szept. 20-24)* Közlekedés hívásra Mobil telefonok, sugárzási idő; FAX, telefon Ajándékok, egyebek Szállítások; DHL Nyomdai* Kaligrafiai* Fogadás/étkezések/szobadíjak* U.S. jogi díjak Másolás,egyéb Fordítások* | \$ 4.200,00<br>\$ 4.000,00<br>\$ 3.000,00<br>\$ 1.500,00<br>\$ 1.000,00<br>\$ 500,00<br>\$ 5.000,00<br>\$ 500,00<br>\$ 1.000,00<br>\$ 1.000,00 |
|--|--|
| =  | \$23.700,00  |

# 2 sz. melléklet

# Kommunikációs team óradíj táblázata:

| Dr. Takács Ildikó,         | team vezető     | \$180 / óra                |
|----------------------------|-----------------|----------------------------|
| Berta Zsuzsanna            | pénzügyi vezető | \$120 / óra<br>\$100 / óra |
| Prosits Éva,<br>Kiss Mária | ponsagj         | \$100 / óra                |
| Tóth János                 |                 | \$ 80 / óra                |

Nemzetközi szakértők a nemzetközi óradíj átalány alapján.

Az elszámolás természetesen forintban történik.